

## **ASSUMPTION OF RISK, LIABILITY RELEASE, AND INDEMNIFICATION AGREEMENT**

In consideration of being allowed to participate in events and/or volunteer and/or work with the Miami Broward One Carnival Host Committee, Inc. (“**MBOCHCI**”) and Party Room Squad (“**PRS**”), including all sanctioned official events, namely, the Parade of Bands, J’Ouvert, Kings, Queens, Individual Costume Competition, Panorama and Junior Carnival festivities, scheduled for the week from October 3 to October 11, 2021 in South Florida (individually and/or collectively, the “**Event**” “**Miami Carnival 2021**”), and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby promise and agree as follows:

**VOLUNTARY PARTICIPATION; ASSUMPTION OF RISK:** In consideration of my organization’s consent to participate with PRS or to volunteer or work in the Event on behalf of PRS, I hereby knowingly, freely and voluntarily agree to waive, release and discharge any and all claims for damages for death, personal injury, or property damage that may have, or that may subsequently accrue to me as a result of my participation in the Event. I represent, warrant, covenant and agree that I am participating in or volunteering and/or working with the Event entirely of my own choice and volition, and I knowingly and voluntarily intend to participate in the Event after being apprised of such risks and dangers. The specific risks vary, and may range from: 1) minor injuries such as scratches, bruises, sprains, and the like, to 2) major injuries such as eye injuries, loss of vision, loss of limb, joint or back injury, heart attack, and concussions, to 3) hearing loss, 4) exposure to communicable diseases, to 5) catastrophic injuries, including death. I understand and appreciate that these and other risks are inherent in the above-listed events and activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. I further understand that I am ultimately responsible for my own safety.

**COVID-19 PROTOCOL:** I recognize and acknowledge that WHILE ATTENDING MIAMI CARNIVAL 2021, WE WILL BE EXPOSED TO MANY PEOPLE, AND AN INHERENT RISK OF EXPOSURE TO COMMUNICABLE DISEASE OR ILLNESS, SUCH AS COVID-19, EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT. As such, I voluntarily assume all risks, hazards and dangers incidental to my registration and/or participation with PRS, whether occurring prior to, during, or after the Band’s participation in Miami Carnival 2021, including but not limited to those of communicable disease. I further acknowledge that I will comply with all Miami Carnival 2021 health and safety protocols, before and during the event, including but not limited to face mask requirements, exercising proper sanitization, and other recommended CDC protocol. I understand that by participating in the Event and therefore being subject to these COVID-19 Protocols, MBOCHCI and PRS reserves the right to refuse entry or remove an individual from the event if any such protocols are breached.

**INDEMNIFICATION.** I hereby covenant and agree to indemnify and hold MBOCHCI and PRS harmless from and against any and all claims, injuries, damages, liabilities, losses and cost or expenses (including reasonable attorneys’ fees) arising from or in connection with my acts, omissions, activities, conduct and participation in the Event. This indemnity includes claims based on the negligence (whether sole, active, passive, or gross) of MBOCHCI and PRS, its officers, employees, agents, affiliates, and volunteers, but expressly does not include claims based on their intentional misconduct.

**RELEASE AND WAIVER.** I hereby release, waive, and covenant, not to sue MBOCHCI and PRS, its officers, directors, employees, agents, volunteers, and affiliates, from and for any and all claims and/or liability resulting from any personal injury, accident or illness (including death), and/or property damage or loss, however caused by, arising from, or in any way related to, my participation in the Event. This release includes claims based on the negligence (whether sole, active, passive, or gross) of MBOCHCI and PRS, its officers, employees, agents, affiliates, and volunteers. **I understand that by agreeing to this clause I am releasing claims and giving up substantial rights, including my right to sue.**

**NO ADMISSION OF LIABILITY.** Neither this Agreement nor any of its provisions shall be offered or received in evidence in any action or proceeding as an admission or concession of liability of any nature on the part of MBOCHCI and PRS. I further understand and agree that this Agreement contains the entire agreement between MBOCHCI, PRS and me, relative to its subject matter, and no

representations or agreements, oral or otherwise, between the parties not included herein shall be of any force or effect.

**CONDUCT:** I agree to follow all instructions, procedures, measures and directions given to me by PRS or from MBOCHCI or any of their staff or representatives and understand that my failure to do so may result in property damage or injury or death to me or to a third party. I understand that my invitation to participate in recreational or other activities on the Properties may be revoked at any time for any reason by the Band or any of its agents, managers, employees or representatives.

**PERMISSION TO USE LIKENESS/NAME:** The undersigned further agree to allow, without compensation, Participant's likeness and/or name to appear, and to otherwise be used, in material, regardless of media form, promoting MBOCHCI/PRS, and/or its, events and activities, including those of its representatives, assigns, and licensees.

**SEVERABILITY:** I understand that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect and be binding on myself, my spouse, my heirs and personal representatives.

**I UNDERSTAND THAT THIS WAIVER, RELEASE AND INDEMNITY IS INTENDED TO WAIVE, RELEASE, DISCHARGE AND INDEMNIFY IN ADVANCE MBOCHCI, PRS AND ITS AFFILIATES, SUBSIDIARIES, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, INSURERS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FOR, FROM AND AGAINST ANY AND ALL LIABILITY TO ME ARISING FROM MY PARTICIPATION IN THE EVENT, INCLUDING ANY DEMAND, RIGHT OR CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON TORT (INCLUDING NEGLIGENCE ON THE PART OF THE BAND), CONTRACT, WARRANTY, OR ANY OTHER THEORY OF RECOVERY, AT LAW OR INEQUITY, VESTED OR CONTINGENT, THAT I OR MY SPOUSE, FAMILY, PARENTS, CHILDREN, ESTATE, HEIRS, AGENTS, INSURERS, SUCCESSORS OR ASSIGNS MAY AT ANY TIME HAVE AS A RESULT OF MY PARTICIPATION IN THE EVENT. THIS ALSO INCLUDES, WITHOUT LIMITATION, ANY LIABILITY (INCLUDING CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES) ARISING FROM INJURY OR DAMAGE THAT I SUFFER OR CAUSE DURING MY PARTICIPATION IN THE EVENT, WHETHER SUCH INJURY OR DAMAGE IS FORESEEN OR UNFORESEEN OR WHETHER RESULTING FROM NEGLIGENCE OR OTHERWISE.**

Nothing shall limit the rights of Miami-Broward One Carnival Host Committee Inc. (MBOCHCI) and Party Room Squad (PRS) to photograph, record, film, videotape and broadcast and to transmit via the Internet the performance of that registered individual at any event produced by MBOCHCI and PRS or to include them in the marketing and promotion of MBOCHCI and PRS via flyers, brochures and other printed material. It is expressly agreed that MBOCHCI and PRS may employ or authorize any third party, including the media, to exercise these rights on their behalf. This is a registration form and we cannot be held responsible if the size you order does not fit therefore, be precise when providing your measurements. All costume registration requires a NON-REFUNDABLE and TRANSFERABLE deposit of: \$150.00 Female Base (BS) \$125.00 Male (M) \$300.00 Other (O). Once section has been selected, your deposit and additional payment(s) become NON-REFUNDABLE and TRANSFERABLE. Final payment must be made no later than September, 10th, 2021. If costume balance is not received by September,

10th, 2021 your deposit and additional payment(s) will be FORFEITED. The section design, registration, production and distribution will be handled by Party Room Squad. During production shades and colors may vary.